

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM310284

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vertex Pharmaceuticals Incorporated		07/09/2014	CORPORATION: MASSACHUSETTS

## RECEIVING PARTY DATA

<b>Name:</b>	MACQUARIE US TRADING LLC
<b>Street Address:</b>	125 West 55 Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1630448	VERTEX
Registration Number:	2704913	VERTEX
Registration Number:	2578974	VERTEX
Registration Number:	3531356	VERTEX
Registration Number:	4057950	VX
Registration Number:	4068675	INCIVEK
Registration Number:	4164630	INCIVEK
Registration Number:	4147369	KALYDECO
Registration Number:	4245428	KALYDECO
Registration Number:	4034507	BETTER TO KNOW C
Registration Number:	4380605	THE SCIENCE OF POSSIBILITY

## CORRESPONDENCE DATA

**Fax Number:** 2156562498

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 215-656-3381

**Email:** pto.phil@dlapiper.com

**Correspondent Name:** IP GROUP OF DLA PIPER LLP (US)

**Address Line 1:** ONE LIBERTY PLACE

**Address Line 2:** 1650 MARKET ST. SUITE 4900

TRADEMARK

**Address Line 4:** PHILADELPHIA, PENNSYLVANIA 19103

**ATTORNEY DOCKET NUMBER:** MBL-1-B (30080-6)

**NAME OF SUBMITTER:** William L. Bartow

**SIGNATURE:** /williamlbartow/

**DATE SIGNED:** 07/10/2014

**Total Attachments: 7**

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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of July 9, 2014, Vertex Pharmaceuticals Incorporated (the “Pledgor”), in favor of MACQUARIE US TRADING LLC, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) all Trademarks of such Pledgor, whether currently owned by such Pledgor or later acquired or filed, including without limitation, the Trademarks listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing (other than Excluded Property) (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set

forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine. As provided for in the Security Agreement, upon any exercise of remedies by the Administrative Agent or the Lenders, any then-existing license agreement or other arrangements relating primarily to Trademark Collateral (other than Cystic Fibrosis Drug Franchise Assets) shall survive in full force and effect and be accepted by the Administrative Agent, and that neither the Administrative Agent nor any Lender (or anyone acting on behalf of any of the foregoing) shall (i) terminate such license or arrangements, or petition a court to do so, (ii) take any steps to oppose such licensee's exercise of any rights under Section 365(n) of the Bankruptcy Code, or (iii) interfere with the rights of such licensee to such Trademark Collateral as provided in the applicable license agreement or arrangements, or petition a court to do so.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

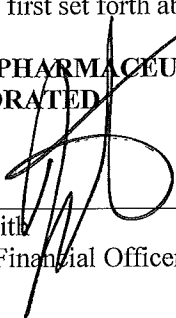
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers on the date first set forth above.

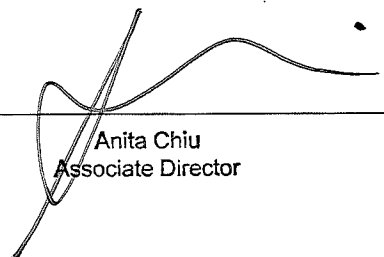
**VERTEX PHARMACEUTICALS  
INCORPORATED**

By:   
Ian Smith  
Chief Financial Officer

Accepted and Agreed:

**MACQUARIE US TRADING LLC,**  
as Administrative Agent

By:   
Name: Robert M. Perdock  
Title: Managing Director

By:   
Name: Anita Chiu  
Title: Associate Director

[Signature Page to the Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005320 FRAME: 0103**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

See Attached.

VERTEX PHARMACEUTICALS INCORPORATED

US Trademark Registrations and Applications

I. TRADEMARKS			
Owner	Country/ Vertex File Number	Serial No./ Registration No.	Goods/Services
Vertex Pharmaceuticals Incorporated	VERTEX United States 1618/208	1,630,448	Registered for use in connection with "pharmaceutical research" in Class 42.
Vertex Pharmaceuticals Incorporated	VERTEX United States 1618/212	2,704,913	Registered for use as a "housemark for pharmaceutical preparations" in Class 5.
Vertex Pharmaceuticals Incorporated	VERTEX (plus design) United States 1618/210	2,578,974	Registered for use in connection with "pharmaceutical preparations for the diagnosis, treatment or prevention of conditions or diseases of the central nervous system or peripheral nervous system, neurologic disorders, neurodegenerative disorders, hepatitis-C, cancer, multi-drug resistance, autoimmune diseases, and HIV infection and AIDS" in Class 5 and "pharmaceutical research services for others" in Class 42.
Vertex Pharmaceuticals Incorporated	VERTEX (plus design) United States 1618/227	3,531,356	Registered for use as "a housemark for pharmaceutical preparations" in Class 5.
Vertex Pharmaceuticals Incorporated	VX United States 1618/282	4,057,950	Registration for "house mark for pharmaceutical preparations" in Class 5.
Vertex Pharmaceuticals Incorporated	INCIVEK United States 1618/2010	4,068,675	Registration for "pharmaceutical preparations for the treatment of viral diseases" in Class 5
Vertex Pharmaceuticals Incorporated	INCIVEK (plus design) United States 1618/2013	4,164,630	Registration for "pharmaceutical preparations for the treatment of viral diseases" in Class 5.
Vertex Pharmaceuticals Incorporated	KALYDECO United States 1618/299	4,147,369	Registration for "Pharmaceutical preparations for the treatment of cystic fibrosis" in Class 5
Vertex Pharmaceuticals Incorporated	KALYDECO (plus design) United States 1618/2016	4,245,428	Registration for "Pharmaceutical preparations for the treatment of cystic fibrosis" in Class 5
Vertex Pharmaceuticals Incorporated	BETTER TO KNOW C United States 1618/2008	4,034,507	Registration for "providing a website featuring information about health, namely, hepatitis awareness, diagnosis and information about screening and treatment" in Class 44.
Vertex Pharmaceuticals Incorporated	THE SCIENCE OF POSSIBILITY United States 1618/2012	4,380,605	Registration for "providing information in the fields of health, medicine, and pharmaceuticals," in Class 44
II. TRADEMARK APPLICATIONS			
Owner	Country/ Vertex File Number	Serial No./ Registration No.	Goods/Services
Vertex Pharmaceuticals Incorporated	VX-970 United States 1618/2045	86/084,108	Application for "pharmaceutical preparations" in Class 5.
Vertex Pharmaceuticals Incorporated	ORKAMBI United States 1618/2050	86/179,790	Application for "pharmaceutical preparations for the treatment of hepatitis, cystic fibrosis, influenza, cancer, viral and bacterial infections, inflammatory bowel disease, neurological disorders and autoimmune diseases" in Class 5.
Vertex Pharmaceuticals Incorporated	ASYNDEKO United States 1618/2051	86/179,777	Application for "pharmaceutical preparations for the treatment of hepatitis, cystic fibrosis, influenza, cancer, viral and bacterial infections, inflammatory bowel disease, neurological disorders and autoimmune diseases" in Class 5.
Vertex Pharmaceuticals Incorporated	ALYFTEO United States 1618/2052	86/179,775	Application for "pharmaceutical preparations for the treatment of hepatitis, cystic fibrosis, influenza, cancer, viral and bacterial infections, inflammatory bowel disease, neurological disorders and autoimmune diseases" in Class 5.



<b>Owner</b>	<b>Country/ Vertex File Number</b>	<b>Serial No./ Registration No.</b>	<b>Goods/Services</b>
Vertex Pharmaceuticals Incorporated	CYFANTIR (Second generation) United States 1618/2053	86/179,771	Application for "pharmaceutical preparations for the treatment of hepatitis, cystic fibrosis, influenza, cancer, viral and bacterial infections, inflammatory bowel disease, neurological disorders and autoimmune diseases" in Class 5.
Vertex Pharmaceuticals Incorporated	CYFANTIR United States 1618/296	85/155,461	Application for "Pharmaceutical preparations" in Class 5
Vertex Pharmaceuticals Incorporated	JEXORI United States 1618/2002	85/171,283	Application for "Pharmaceutical preparations for the treatment of viral diseases, bacterial infections, cystic fibrosis, cancer, autoimmune diseases that cause chronic inflammation or rheumatoid arthritis, inflammatory diseases, inflammatory diseases, neurological disorders and epilepsy" in Class 5
Vertex Pharmaceuticals Incorporated	CYLOVY United States 1618/297	85/155,469	Application for "Pharmaceutical preparations" in Class 5